

RECORDATION NO. 23024-H FILED

FEB 26 '02

2-40 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D.C.

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

February 26, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 2, dated as of October 1, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement which was previously filed with the Board under Recordation Number 23024.

The names and addresses of the parties to the enclosed document are:

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: Solvay Polymers, Inc.
3333 Richmond Avenue
Houston, Texas 77098

A description of the railroad equipment covered by the enclosed document is:

Railcar ELTX 7265.

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Mr. Vernon A. Williams
February 26, 2002
Page 2

A short summary of the document to appear in the index is:

Lease Supplement No. 2.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 23024-H FILED

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SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 2

(Solvay Polymers Equipment Trust 2000)

Dated as of October 1, 2001

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of July 1, 2000, between the Owner Participant and
Wilmington Trust Company in its individual capacity

Lessor,

and

SOLVAY POLYMERS, INC.,

Lessee

ELTX 7265

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD PURSUANT
TO 49.U.S.C. § 11301 ON _____, 2001, AT _____M. RECORDATION
NUMBER _____ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL
OF CANADA PURSUANT TO SECTION 105 OF THE CANADA TRANSPORTATION ACT
ON _____, 2001, AT _____M.

LEASE SUPPLEMENT NO. 2
(Solvay Polymers Equipment Trust 2000)

This LEASE SUPPLEMENT NO. 2 (this "Lease Supplement"), dated as of October 1, 2001, is entered into between Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof (the "Owner Trustee"), and Solvay Polymers, Inc., a Delaware corporation.

A. The Lessor and the Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of July 1, 2000, among Comerica Leasing Corporation, Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, Solvay Polymers, Inc., and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. On July 12, 2001, an Event of Loss occurred to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee has paid the amount of \$63,689.01, consisting of \$62,937.11 as the Stipulated Loss Value of the Lost Equipment and \$751.90 as the daily equivalent of Basic Rent to the Loss Payment Date, and fulfilled its SLV Obligations.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged from the provisions of the Lease;
- (iii) Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and

- (iv) Schedule II hereto set forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under Lease Supplement Number 1, dated July 27, 2000.

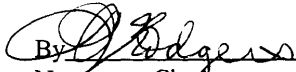
4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

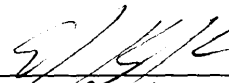
6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
trustee under the Trust Agreement dated as of July 1,
2000, between the Owner Participant and Wilmington
Trust Company in its individual capacity

By 
Name: Charles L. Rodgers
Title: Assistant Vice President

SOLVAY POLYMERS, INC.

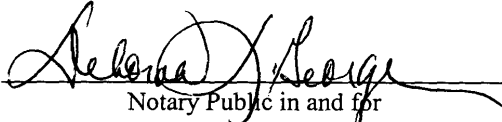
By 
Name: E. J. Buckingham III
Title: Vice President

Attachments

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF DELAWARE §
COUNTY OF NEWCASTLE §

On this 19 day of November, 2001, before me personally appeared CHARISSE L. RODGERS, to me known, who, being by me duly sworn, did depose and say that he/she resides at No. 2605 N. Pine St.; that he/she is a ASSISTANT VICE PRESIDENT of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

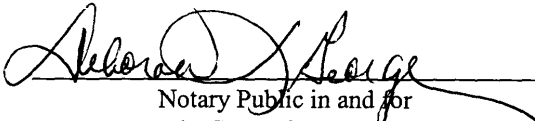

Notary Public in and for
the State of Delaware

My Commission Expires:
DEBORAH L. GEORGE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 21, 2001

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF DELAWARE §
COUNTY OF NEWCASTLE §

On this 19 day of November, 2001, before me personally appeared CHARISSE L. RODGERS, to me personally known, being by me duly sworn, says that he/she is ASSISTANT VICE PRESIDENT of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on November 19, 2001, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

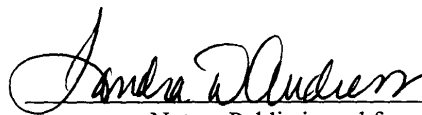

Notary Public in and for
the State of Delaware

My Commission Expires:
DEBORAH L. GEORGE
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires November 21, 2001

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 15, 2001, by E. J. Buckingham III, the Vice President of SOLVAY POLYMERS, INC., a Delaware corporation.

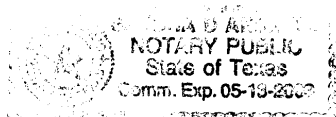


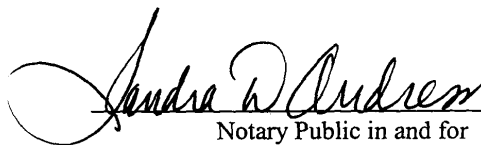
Notary Public in and for
the State of Texas

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 15th day of November, 2001, before me personally appeared E. J. Buckingham III, to me personally known, being by me duly sworn, says that he is the Vice President of SOLVAY POLYMERS, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on November 15, 2001, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.





Notary Public in and for
the State of Texas

SCHEDULE I

to

LEASE SUPPLEMENT NO. 2

(Solvay Polymers Equipment Trust 2000)

Description of the Lost Equipment:

One Center Flow® covered hopper rail car of 6,224 cubic foot capacity, initialed ELTX and numbered 7265, together with all parts, appurtenances and other equipment or property attached to said unit of railroad equipment.

SCHEDULE II TO LEASE SUPPLEMENT NO. 2
(Solvay Polymers Equipment Trust 2000)

\$17,980,678.95 :Original Equip. Cost (299 Remaining Cars)
300 :Original Car Count
299 :Revised Car Count

| | Date | Total Rent % | Total Rent \$ |
|----|----------|--------------|----------------|
| 5 | 01/30/02 | 3.88032883 | \$697,709.47 |
| 6 | 07/30/02 | 2.64724098 | \$475,991.90 |
| 7 | 01/30/03 | 3.93418754 | \$707,393.63 |
| 8 | 07/30/03 | 2.59338227 | \$466,307.74 |
| 9 | 01/30/04 | 3.99275113 | \$717,923.76 |
| 10 | 07/30/04 | 2.53481868 | \$455,777.61 |
| 11 | 01/30/05 | 4.05643059 | \$729,373.76 |
| 12 | 07/30/05 | 2.47113922 | \$444,327.61 |
| 13 | 01/30/06 | 4.12567282 | \$741,823.98 |
| 14 | 07/30/06 | 2.40189699 | \$431,877.39 |
| 15 | 01/30/07 | 4.20096376 | \$755,361.81 |
| 16 | 07/30/07 | 2.32660604 | \$418,339.56 |
| 17 | 01/30/08 | 4.28283181 | \$770,082.24 |
| 18 | 07/30/08 | 2.24473800 | \$403,619.13 |
| 19 | 01/30/09 | 4.37185151 | \$786,088.58 |
| 20 | 07/30/09 | 2.15571829 | \$387,612.78 |
| 21 | 01/30/10 | 5.98257660 | \$1,075,707.89 |
| 22 | 07/30/10 | 1.99556427 | \$358,816.00 |
| 23 | 01/30/11 | 6.15672101 | \$1,107,020.24 |
| 24 | 07/30/11 | 1.82141986 | \$327,503.66 |
| 25 | 01/30/12 | 6.34607795 | \$1,141,067.90 |
| 26 | 07/30/12 | 1.63206292 | \$293,455.99 |
| 27 | 01/30/13 | 6.55197633 | \$1,178,089.83 |
| 28 | 07/30/13 | 1.42616455 | \$256,434.07 |
| 29 | 01/30/14 | 6.77586113 | \$1,218,345.84 |
| 30 | 07/30/14 | 1.20227975 | \$216,178.06 |
| 31 | 01/30/15 | 7.01930358 | \$1,262,118.44 |
| 32 | 07/30/15 | 0.95883730 | \$172,405.46 |
| 33 | 01/30/16 | 7.28401215 | \$1,309,714.84 |
| 34 | 07/30/16 | 0.69412873 | \$124,809.06 |
| 35 | 01/30/17 | 7.20584748 | \$1,295,660.30 |
| 36 | 07/30/17 | 0.69412873 | \$124,809.06 |
| 37 | 01/30/18 | 7.28401215 | \$1,309,714.84 |
| 38 | 07/30/18 | 0.69412873 | \$124,809.06 |
| 39 | 01/30/19 | 7.52157297 | \$1,352,429.89 |
| 40 | 07/30/19 | 0.45656791 | \$82,094.01 |
| 41 | 01/30/20 | 7.72880335 | \$1,389,691.32 |
| 42 | 07/30/20 | 0.15222486 | \$27,371.06 |
| 43 | 01/30/21 | 3.78961692 | \$681,398.85 |
| 44 | 07/30/21 | 0.00000000 | \$0.00 |
| 45 | 01/30/22 | 0.00000000 | \$0.00 |
| 46 | 07/30/22 | 0.00000000 | \$0.00 |